pared to take the whole answer of the party examined even when part of it only comes out, at the suggestion so to speak, of his own counsel; but what is the story brought out in cross-examination here? Not that the bargain previously admitted was never made. Not that these were merely attempts leading to no results as pleaded, but that the bargain was actually made, and made precisely as alleged by plaintiff, with the addition of an element not alluded to in the plea at all forming no part of the issue, a mere afterthought. I have no doubt, a statement utterly unsupported, that though the promise was made in the terms declared by the action it was made on the condition that has never been pleaded, of the wife's consent being given. If this had been pleaded and there were any proof but the defendant's own of the wife's consent having ever been asked, I might have attached some importance to it; but as it is, I regard it only as evidence of his bad faith. I think the plaintiff's case is proved, and he will have judgment.

COUR SUPÉRIEURE,—(En Révision.) Montréal, 30 Avril, 1874.

Coram:—JOHNSON, MACKAY, BEAUDRY, JJ.

DORTHWITH vs. BRYANT *et al.*

JUGÉ:—Que des co-défendeurs dans une cause peuvent être témoins l'un pour l'autre, du moins que c'est la pratique constante de nos cours. Qu'un nouveau procès ne doit être accordé que dans le cas d'injustice évidente.

The facts of this case are already well known. The case went to trial in November last and the jury found for the defendants. They declared the fact of publication true, but that it contained no malice, and that the plaintiff had suffered no damage. A new trial is now asked for on several points. The Court, after citing authorities to show on what grounds a new trial may be granted said the first of the